

Atlanta Neighborhood Charter School - EMPLOYMENT AGREEMENT

This Employment Agreement is entered into effective the 1st day of April 2013 by and between ATLANTA NEIGHBORHOOD CHARTER SCHOOL, INC., a Georgia nonprofit corporation (hereinafter called "ANCS"), and _____, a resident of the State of Georgia (hereinafter called "employee").

WHEREAS, ANCS operates a school with campuses located at 688 Grant, St., SE and 820 Essie Ave., SE in Atlanta, Georgia (the "School"), which is a public charter school that is part of the Atlanta Public Schools ("APS") system;

WHEREAS, ANCS wishes to engage the services of employee as **Lead Teacher**, and employee wishes to accept such employment; and

WHEREAS, the parties have reached a general agreement as to the terms and conditions of such employment and wish to document their understandings;

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties do hereby agree as follows:

1. Employment. Subject to the terms hereof, ANCS hereby engages employee to serve as **Lead Teacher** and employee hereby accepts such engagement.
2. Term. This Employment Agreement shall commence on **July 1, 2013**, and shall remain in effect until **June 30, 2014**, unless earlier terminated as provided below in paragraphs 6 and 7.
3. Overall Duties of employee. During the term hereof, employee agrees that he/she shall have the following duties:
 - ∞ Commit to learning, implementing and leading the school's curriculum using the principles of the Coalition of Essential Schools and utilizing constructivist learning theory and lead in the ANCS learning environment to support students' achievement;
 - ∞ Engage in continuous and germane professional development;
 - ∞ Manage the daily operations and related responsibilities of assigned class(es);
 - ∞ Work collaboratively with colleagues, administration, parents, community members and others to support and implement the vision and goals of the school;
 - ∞ Work effectively with a diverse population of colleagues, students and families;
 - ∞ Attend and participate in all faculty and school related meetings;
 - ∞ Work an eight hour day including flexible hours as needed to complete professional responsibility;
 - ∞ Utilize sound budgetary management skills in determining classroom needs; and,
 - ∞ Handle additional duties which may be assigned by administration.

4. Compensation. For his/her services hereunder, employee shall receive an annual salary of _____ **for the year of the contract, in accordance with the official salary schedule approved by the ANCS Governing Board for certified personnel employed annually.** Employee understands that his/her salary is conditioned upon the continued availability of state funds under appropriations acts, as well as all amendments thereto, of the Georgia General Assembly, with all salaries subject to upward or downward adjustment according to increases or decreases in state funding from the level provided for at the time this Employment Agreement is signed. The salary stated herein shall be subject to an adjustment on a pro rata basis for the number of employee work days that employee does not complete during the annual school year due to employment after the start of the academic school year, resignation, termination, or employee's absence when there is no accumulated leave to cover such absence, in accordance with the following formula:

$$\frac{\text{Number of Days Worked}}{191} \times \text{Annual Salary} - \text{Amount Paid} = \text{Amount Due}$$

The number of days worked shall be equal to the actual number of employee work days completed by employee in accordance with the official work schedule adopted by the School. In the event of the death of employee during the term of this Employment Agreement, earned but unpaid salary or other monies due will be disbursed to the authorized representative of employee's estate.

5. Per Diem Leave, Personal Leave and Benefits. In addition to his/her compensation as outlined above, and upon approval of the supervisor, employee shall receive paid leave and benefits as set forth below.

(A) Employee shall be entitled to Per Diem Leave, i.e., leave that is related to illness, health related issues and family related health issues. Per Diem Leave shall be accumulated based on the following formula:

- Staff members who have less than 10 years of relevant teaching experience accrue days at a rate of 1.25 days per month worked.
- Staff members who have 10 or more years of relevant teaching experience accrue days at a rate of 2.25 days per month worked.
- Part-time staff members accrue the applicable per month rate according to the fraction of time worked.
- Unused days may be carried forward to the next school year. A staff member may accumulate up to a maximum of 120 days of Per Diem Leave.

(B) An employee who is retiring from ANCS has three options with respect to accrued per diem leave, consistent with the policy manual:

1. The employee can choose to be reimbursed for up to 120 days of accrued leave at the rate of \$41/day.
2. If the employee has a minimum of accrued leave of 60 days, the employee can choose to apply the accrued leave days to establish sick leave credit with her/his Teachers Retirement System of Georgia (TRS) account. The policy concerning the establishment of sick leave credit with TRS is governed by TRS and is subject to their rules (see <http://www.trsga.com/retirees/educate-yourself/sick-leave-credit-at-retirement.aspx>). Consistent with TRS policy, the employee may not be reimbursed for any days that are used to establish sick leave credit with TRS. Creditable sick leave for TRS accumulates at a maximum rate of 1.25 days per month. For teachers who have earned sick leave at a rate of over 2.25 days per month (ANCS employees with over 10 years teaching experience), the earned total for purposes of establishment of sick leave with TRS will be reduced to meet this

standard of 1.25 days per month. This reduction of a leave is governed by TRS and only occurs when an employee wishes to use their accrued leave to establish sick leave credit with TRS.

3. The employee can apply some of her/his accrued leave to establish sick leave credit with TRS and request reimbursement at the rate of \$41/day for the remainder of the accrued leave (assuming the employee has a minimum of 60 days accrued leave).

ANCS employees are permitted to accrue per diem leave in addition to 120 days, but any accrued per diem days over 120 days will be placed in a Teacher Retirement System overage account. These additional days cannot be used as per diem leave during employment but can be applied to establish sick leave credit towards TRS when an employee reaches retirement, consistent with TRS policy and rules.

(C) Employee shall be entitled to Personal Leave, i.e., leave that is used to conduct business that cannot be handled outside of the school day.

- Each staff member is allocated 3 personal days per year. Personal days do not carry over from one year to the next.
- The designated supervisor should be notified at least **one week in advance** of a staff member requesting a personal day.
- **Personal Leave may not be taken to extend a school holiday.**

(D) Employee shall be entitled to benefits in accordance with ANCS policies as they may be from time to time adopted or amended, including insurance benefits and Teacher's Retirement Fund participation.

6. Termination without Cause. The employee may, without cause, terminate this Employment Agreement upon 30 days' written notice to the School. The School may, without cause, terminate employee's employment immediately upon written notice with severance pay equal to 30 days pay based upon employee's current salary. Employees terminated without cause are not entitled to appeal.

7. Termination with Cause. ANCS shall have the right to terminate employee's employment immediately, for cause, upon written notice to the employee if:

- (A) Employee becomes disabled to such an extent that employee cannot perform his/her duties under this Employment Agreement; or
- (B) Employee's certification as an educator in Georgia shall have been not renewed, revoked or suspended; or
- (C) Employee is found to have engaged in unprofessional conduct by any governmental entity or professional organization; or
- (D) Employee has been adjudicated or pled guilty (by a plea of *nolo contendere* or otherwise) of criminal charges filed against him/her which relate to his/her professional activities; provided, however, that employee shall be suspended from his/her duties hereunder, without pay, so long as such criminal charges are pending; or
- (E) Employee shall commit an act or omit to take an act that in the good faith and reasonable belief of ANCS jeopardized, or could have jeopardized, the health or safety of students or faculty; or
- (F) Employee fails to comply with ANCS policies, regulations, standards of ethical conduct, curriculum standards, corporal punishment restrictions, or sexual harassment policies; provided, however, that employee may request a hearing before the full ANCS Governing Board if his/her employment is proposed to be terminated for cause under this subparagraph (F).

8. Compliance. Employee will abide by the School's Personnel Policies and Procedures, which are a part of this contract and may be amended by the Governing Board. Additionally, all employees are expected to understand and support the educational philosophy and policies of the School as endorsed by the Governing Board and to work conscientiously to support the mission of the School. Certification: This contract is contingent upon the employee's securing and continuing to hold a valid certificate issued by the Professional Standards Commission, as listed above and in accordance with the school's charter agreement; however, if the employee is unable to be properly certified, the daily rate of pay may be adjusted to that of a substitute employee retroactive to the beginning date of employment under this contract or to the date the certificate became invalid, whichever is more recent.

9. Counterparts. This Employment Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one and the same agreement.

10. Governing Law. This Employment Agreement is entered into in, and shall be governed by and construed under the laws of, the State of Georgia. All terms and conditions of this Employment Agreement are made expressly subject to all applicable provisions of the Constitution, laws, and regulations of the State of Georgia and of the United States.

11. Amendments. This Employment Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any amendments hereto must be in writing and must be signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the day and year first above written.

ATLANTA NEIGHBORHOOD CHARTER SCHOOL, INC.

By: _____
Chair, ANCS Governing Board

Date: _____

Employee

Date: _____

PUBLIC SCHOOL EMPLOYMENT OATH OF ALLEGIANCE

State of Georgia

County of _____

I, _____, a citizen of _____ and being an employee of _____ and the recipient of public funds for services rendered as such employee, do hereby solemnly swear and affirm that I will support the Constitution of the United States and the Constitution of Georgia.

Signature of Employee

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Required by O.C.G.A. 45-3-11